

UNITED STATES DEPARTMENT OF THE TREASURY

July 7, 2011

Oaktree/Arctic Slope PPIP Fund GP, L.P.
c/o Oaktree Capital Management, L.P.
333 S. Grand Avenue, 28th Floor
Los Angeles, CA 90071

and

Oaktree Capital Management, L.P.
333 S. Grand Avenue, 28th Floor
Los Angeles, CA 90071

**Written Consent and Amendment No. 1 to the Amended and Restated
Limited Partnership Agreement of Oaktree PPIP Fund, L.P. (this "Agreement")**

Ladies and Gentlemen:

Reference is made to the Amended and Restated Limited Partnership Agreement of Oaktree PPIP Fund, L.P., dated as of December 18, 2009 (as the same may be amended, modified or supplemented from time to time, the "Partnership Agreement"). Capitalized terms used but not defined herein have the meanings set forth in the Partnership Agreement.

The parties hereto wish to enter into this Agreement to amend certain provisions of the Partnership Agreement relating to the amount of the UST Management Fee and provide for the reconciliation of any accruals or payments made in respect of the UST Management Fee prior to the date hereof to the revised UST Management Fee provided for in this Agreement.

Accordingly, and intending to be legally bound, the parties hereto hereby consent and agree as follows:

1. Article I of the Partnership Agreement is hereby amended by the insertion of the following new definition immediately after the definition of "FRB":

Funded Capital Commitment: As to UST at any time, (i) the aggregate amount of capital actually contributed to the Partnership by UST pursuant to Sections 3.1(a) or 3.3 on or prior to such time minus (ii) any amounts contributed for maintenance of a Working

Capital Reserve returned to such Partner pursuant to Section 3.2(b)(i). For the avoidance of doubt, no Deemed Contribution shall be included in the Funded Capital Commitment.

2. Section 6.2(a)(ii) of the Partnership Agreement is hereby amended to read in its entirety as follows:

(ii) The UST Management Fee shall be paid quarterly in arrears on the Business Day on or immediately after each UST Management Fee Payment Date to the extent there are Investment Proceeds or Temporary Investment Income otherwise payable to UST. Prior to the expiration or termination of the Investment Period, the UST Management Fee shall be an amount equal to 0.20% per annum of UST's Funded Capital Commitment as of the last day of the period to which the UST Management Fee relates. Thereafter, the UST Management Fee shall be an amount equal to 0.20% per annum of the lesser of (A) UST's Funded Capital Commitment as of the last day of the period to which the UST Management Fee relates and (B) the UST Interest Value as of the last day of the period to which the UST Management Fee relates. The Partnership and UST acknowledge that prior to July 7, 2011, the UST Management Fee accrued at a rate equal to 0.20% per annum of UST's Capital Commitment as of the last day of the period to which the UST Management Fee related. All accruals in respect of the UST Management Fee from the Closing Date to July 7, shall be adjusted to reflect the revised UST Management Fee provided for above as if such revised UST Management Fee had been in effect and accrued at the revised rate provided for above from the Closing Date. Any amount of UST Management Fee paid prior to July 7, 2011 that is in excess of the amount of the revised UST Management Fee provided for above in this Section 6.2(a)(ii) (less any amounts paid directly by the Fee Recipient to UST in full or partial settlement of any such over-payment) shall be credited toward and offset against the amount of the UST Management Fee payable on or after July 7, 2011.

3. Section 6.2(c) of the Partnership Agreement is hereby amended to read in its entirety as follows:

(c) To the extent the UST Management Fee is based on UST's Funded Capital Commitment, the UST Management Fee shall begin to accrue with respect to any increase or decrease of UST's Funded Capital Commitment on the date of such increase or decrease, as applicable. The UST Management Fee payable with respect to the first and last Fiscal Quarters of the Partnership shall be pro-rated for the number of days in such periods. The UST Management Fee shall cease to accrue following a Removal Election.

4. If (i) the Investment Period expires or terminates or an Event of Dissolution occurs prior to the expiration or termination of the Investment Period and (ii) the amount of payments in respect of the UST Management Fee made prior to July 7, 2011 over the amount of the revised UST Management Fee provided for in Section 6.2(a)(ii) of the Partnership

Agreement (as amended by Section 2 of this Agreement), less any amounts paid directly by the Fee Recipient to UST in full or partial settlement of any such over-payment, has not been fully credited and offset against the UST Management Fee payable on and after July 7, 2011, as provided in Section 6.2(a)(ii) of the Partnership Agreement (as amended by Section 2 of this Agreement), then Oaktree Capital Management, L.P., which is the Fee Recipient, shall promptly (but not later than the next Loan Payment Date (as defined in the Loan Agreement)) make a lump sum payment to UST equal to the amount of such remaining excess that has not been so credited and offset. Any such payment shall be in settlement (to the extent of such payment) of any such remaining over-payment as contemplated in Section 6.2(a)(ii) of the Partnership Agreement (as amended by Section 2 of this Agreement).

5. Notwithstanding the inclusion of Oaktree Capital Management, L.P. ("OCMLP") as a party to this Agreement, the Partnership Agreement (including without limitation the sections thereof being amended as provided above) may be amended as provided in the Partnership Agreement without the consent, approval or agreement of OCMLP.

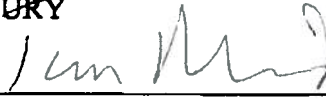
6. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware (subject to applicable federal law). The parties hereto hereby submit to the nonexclusive jurisdiction of either the federal courts of the State of Delaware or the U.S. Court of Federal Claims in any action suit or proceeding based on or arising under this Agreement. To the fullest extent permitted by law, the parties hereto hereby waive as a defense that any such action, suit or proceeding brought in such courts has been brought in an inconvenient forum or that the venue thereof may not be appropriate and, furthermore, agree that venue in the State of Delaware for any such action, suit or proceeding is appropriate.

7. This Agreement may be executed in one or more counterparts, all of which shall constitute one and the same instrument.

8. The terms, conditions and agreements set forth in the Partnership Agreement, as amended by Sections 1, 2 and 3 of this Agreement, are hereby ratified and confirmed and shall continue in full force and effect.

If the foregoing terms and conditions are acceptable to you, please execute and return this Agreement to us.

UNITED STATES DEPARTMENT OF THE
TREASURY

By: 

Name: Timothy G. Massad

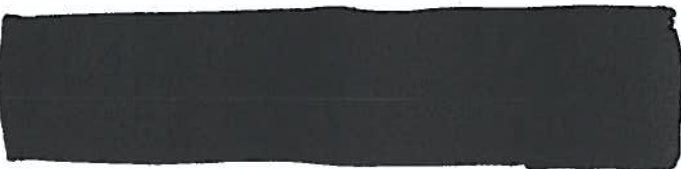

Title: Assistant Secretary for Financial Stability

ACCEPTED AND AGREED:

OAKTREE/ARCTIC SLOPE PPIP FUND GP, L.P.,
as General Partner of the Partnership

By: Oaktree Fund GP, LLC
Its: General Partner

By: Oaktree Fund GP I, L.P.
Its: Managing Member



OAKTREE CAPITAL MANAGEMENT, L.P.,
as the Fee Recipient

